

Alfred Davis Answer In Common Pleas Lake County Ohio.
vs
Thomas Atkinson & Co. Replection

1 The Plaintiff for Replication to the several causes of defence contained in the answer numbered respectively, one, two, and three, Four says they are denials of averments in the Petition and he prays that the truth may be ascertained of by the court.

2 For Replication to the fifth statement of defence in said answer contained the Plaintiff admits that the Directors of said Mutual Insurance Company did make assessments against the defendants based on his premium notes, but the Plaintiff denies that they covered the full proportion which the defendant was bound, as a member of said company, to pay, of the losses which accrued during the life time of his policy with the interests & necessary expenses. He denies that said assessments were the same as those mentioned in the petition, and he denies that the losses to pay which the assessments in the petition mentioned were made are the same losses to pay which the assessments mentioned in said answer were levied, and he avers that no part of the assessments mentioned in said answer were levied, & he avers that the petition have not been paid by defendant and that the same were necessary to pay losses sustained by members of the company during the life of said policy and which remain

unpaid. — All allegations in said fifth matter
of defence not herein ^{specially} mentioned admitted or
denied are hereby denied.

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For Replication to the defendants 6th cause of defence
the Plff admits that the term and policy of D^{ft} expired
fully July 3rd 1851. He admits that the 2^d 3rd 4th 5th 6th 7th & 8th
Sections of the act of incorporation of said com-
pany provides substantially as is averred in
said sixth cause of defence. He admits that since
the expiration of said policy, D^{ft} has not been a
member of said company. But avers that for all
losses and liabilities that accrued during the
life time of said policy, his liability as a member
continued and that the assessments mentioned
in the petition are for losses and liabilities which
happened and accrued before the expiration of said
policy, and after its issue by said company. Plff
admits that at the commencement of this suit
D^{ft} was not a member of this company by virtue of
any existing policy. He admits that assessments
were from time to time made by the Directors
of said company for losses, which happened
during the life time of said policy. He denies
that assessments were so made for all losses which
which happened in said period or for the same
losses or expenses mentioned in the petition. He de-
nies that the D^{ft} were paid in any manner
the assessments mentioned in the petition, or
that he ever paid his full proportion of all
losses and expenses which happened during
the life time of said policy and were incurred

there and afterwards, in the adjustment of said
losses, and in attempts to collect the same. He denies
that said company wrongfully applied the money &
collects of the defendant to losses that occurred before
the commencement of Defl. policy. He admits that
neither he nor the said company have sought to col-
lect by action at law, all the assessments that were
from time to time made by the Directors of said
company to pay losses and expenses which ~~were~~
accrued during the term mentioned, in the
petition in the petition. He says that efforts were
made by the company before his appointment
and have been since by him, to collect said
assessments. He says that said company were un-
able to collect said assessments. He says that
said company were unable to collect from
all the makers of premium notes or deposits
their proportion of losses & expenses in
consequences of insolvency, death, removal
and other causes. He avers that a failure
to collect all assessments brought about by
such reasonable causes is no answer or defense
to his suit if they had been in fact made for the
same losses. Everything in the said sixth
defense not here specifically admitted or
denied is hereby denied and the Plaintiff asks
judgt as is prayed for in his said Petition.

Wm L. Perkins

of Buford & Tinker Attys.

State of Ohio }
Madison Co ss }

Alfred Davis the said plaintiff

Alfred Davis
Receiver

vs
Thomas Atkinson

Filed Dec 16th 1858

W. L. Perkins
& Biful & Tucker Attys

being shown says that the facts stated in the foregoing reply are true as he truly believes
Alfred Davis
 sworn to by said Alfred Davis one of the
 examining presence this the 8th day of Decem-
 ber A.D. 1858 Henry D. Hallum
 Notary Public

